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Cook County Recorder 37.00



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7861467 CMT-501

ABOVE SPACE FOR RECORDERS USE ONLY

Property of Cook County

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the 25 day of APRIL, 2000 between LASALLE BANK NATIONAL ASSOCIATION, a national banking association (hereinafter called "Mortgagee"), which has an office at 135 South LaSalle Street, Chicago, Illinois 60603 and ARMSTRONG, MCGIRR & BANIZ, INC., an Illinois corporation (hereinafter called "Tenant"), which has an office at 2245 ENTERPRISE DRIVE, SUITE 4504 WESTCHESTER, ILLINOIS 60154

WITNESSETH

WHEREAS, Tenant has entered into that certain lease agreement dated September 15, 1993, with The Mutual Life Insurance Company of New York, a New York corporation, whose interest was later assigned to Enterprise Drive, L.L.C., a Delaware limited liability company ("Landlord"), as lessor, as amended by that certain First Amendment to Lease, dated July 31, 1998, and Second Amendment to Lease Agreement, dated February 14, 2000, which lease agreement covers certain premises (the "Premises") in that certain real property commonly known as 2245 Enterprise Drive, Suite 4504, Westchester, Illinois, and more particularly described on Exhibit A attached hereto and made a part hereof (herein, said lease agreement, together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter, with the consent of Mortgagee, entered into, are collectively called the "Lease");

WHEREAS, Mortgagee has agreed to make a mortgage loan to Borrower, to be secured by the lien of a mortgage (herein, together with all amendments, modifications, extensions, renewals, consolidations and replacements thereof, and substitutions therefor, now existing or hereafter entered into, collectively called the "Mortgage") on the Property; and

WHEREAS, the parties hereto desire to set forth their agreement as hereinafter set forth.

BOX 333-C77

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NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The Lease (including all of the terms, covenants and provisions thereof) is and shall be subject and subordinate to the Mortgage, and all renewals, modifications, consolidations, replacements, substitutions, additions, and extensions thereof, to the full extent of any and all amounts from time to time secured thereby and interest thereon.
2. Tenant, for itself and its successors and assigns, agrees that it will attorn to and recognize any purchaser of the Property at a foreclosure sale under the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and the successors and assigns of such purchaser or transferee, as its landlord for the unexpired balance (and any extensions or renewals, if previously, at that time or thereafter exercised by Tenant) of the term of the Lease upon the same terms and conditions set forth in the Lease, and Tenant shall promptly execute and deliver any instrument that the New Landlord (as hereinafter defined) may reasonably request in writing to evidence further such attornment.
3. Mortgagee, for itself and its successors and assigns, and for any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and the successors and assigns of such purchaser and transferee (herein, Mortgagee and each such other party is called a "New Landlord"), hereby covenants and agrees with Tenant that in the event Mortgagee or other New Landlord shall commence any proceedings to foreclose the Mortgage for any reason whatsoever or shall succeed to the interest of Landlord by foreclosure, deed in lieu thereof or otherwise, provided Tenant is not then in default under the Lease, and for so long as Tenant is not in default under the Lease, that: (a) the Lease shall, in accordance with its terms, remain in full force and effect as a direct indenture of lease between Mortgagee or such other New Landlord (as the case may be), and Tenant, with the same force and effect as if originally entered into with Mortgagee or such other New Landlord (as the case may be); and (b) Tenant's possession of the Premises and Tenant's rights and privileges under the Lease shall not be diminished, interfered with or disturbed by such Mortgagee or such other New Landlord by such foreclosure under the Mortgage or by any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise.
4. Tenant hereby agrees to provide Mortgagee with written notice of any default under the Lease by the Landlord (at the same time any default notice is sent to Landlord). Prior to Tenant exercising any right or remedy under the Lease as a result of such default, Tenant shall permit Mortgagee to remedy such default within a reasonable time (including the time reasonably required for Mortgagee to obtain possession of the Premises if such possession is necessary to effect such cure) after receipt of the notice by Tenant of its desire to exercise such a right or remedy due to Landlord's default. Notwithstanding the foregoing, Tenant agrees that Mortgagee shall have no obligation to remedy any such default.

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5. Tenant agrees from time to time, upon not less than ten (10) days' prior written request by Mortgagee, to execute, acknowledge and deliver to Mortgagee an estoppel certificate containing such information with respect to Tenant and the Lease as Mortgagee may reasonably require.
6. In the event that Mortgagee or any other New Landlord shall succeed to the interest of Landlord under the Lease, Tenant agrees as follows:
 - a. Mortgagee or such other New Landlord shall not be: (i) subject to any credits, offsets, defenses, claims or counterclaims which Tenant might have against any prior landlord (including Landlord), (ii) bound by any rent or additional rent which Tenant shall have paid more than one month in advance to any prior landlord (including Landlord), (iii) bound by any covenant to undertake or complete any improvement to the Premises or the Property, or (iv) bound by any amendment or modification to the Lease, or waiver of any provision of the Lease executed after the date hereof, which has not been consented to in writing by Mortgagee,
 - b. No New Landlord (including, without limitation, Mortgagee) shall be liable for: (i) any act or omission of any prior landlord (including Landlord), (ii) return of any security deposit made by Tenant to Landlord unless such New Landlord shall have actually received such security deposit from Landlord, or (iii) any payment to Tenant of any sums, or the granting to Tenant of any credit in the nature of a contribution towards the cost of preparing, furnishing or moving into the Premises or any portion thereof; and
 - c. Tenant shall look solely to the Property for recovery of any judgment or damages from Mortgagee or such other New Landlord, and neither Mortgagee or such other New Landlord shall have any personal liability, directly or indirectly, under or in connection with the Lease or this Agreement or any amendment or amendments to either thereof made at any time or times, heretofore or hereafter, and Tenant hereby forever and irrevocably waives and releases any and all such personal liability. In addition, neither Mortgagee or such other New Landlord nor any successor or assign of Mortgagee or such other New Landlord shall have at any time or times hereafter any personal liability, directly or indirectly, under or in connection with or secured by any agreement, lease, instrument, encumbrance, claim or right affecting or relating to the Property or the Collateral (defined for purposes hereof as defined in the Mortgage) or to which the Property or the Collateral is now or hereafter subject. The limitation of liability provided in this paragraph is in addition to, and not in limitation of, any limitation on liability applicable to Mortgagee or such other New Landlord provided by law or by any other contract, agreement or instrument.
7. Tenant, for itself and its successors and assigns, agrees that, without the prior written consent of Mortgagee, Tenant will not (a) enter into any subordination agreement with any person other than Mortgagee; or (b) agree to attorn to or recognize any person other than the Mortgagee or any transferee who acquires the Property by deed in lieu of

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foreclosure or otherwise under any lien other than that of the Mortgage (provided, however, that this provision shall not be deemed to constitute Mortgagee's consent to the placing of any lien other than the Mortgage on the Property).

8. So long as the Mortgage is in effect, Tenant will not, without Mortgagee's prior written consent, (a) agree to any assignment, sublet, adjustment, modification, supplement or amendment to the Lease, (b) pay any rent under the Lease more than one (1) month in advance, or (c) agree to any termination, cancellation or surrender of the Lease.
9. Each notice, demand or other communication in connection with this Agreement shall be in writing and shall be deemed to be given to and served upon the addressee thereof on the earlier of (i) actual delivery to such addressee at its address set out above, or (ii) the third business day after the deposit thereof in the United States mails, registered or certified mail, return receipt requested, first-class postage prepaid, addressed to such addressee at its address set out above, with a copy to, in the case of communications to Mortgagee, Jenner & Block, One IBM Plaza, Chicago, Illinois 60611, attention: Donald I. Resnick. By notice complying with this section, any party may from time to time designate a different address as its address for the purpose of the receipt of notice hereunder.
10. This Agreement may not be modified, amended, or terminated unless in writing and duly executed by the party against whom the same is sought to be asserted and constitutes the entire agreement between the parties with respect to the subject matter thereof.
11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
12. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.
13. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Illinois.

{Signature Page Immediately Follows}

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and hear first above written.

Mortgagee

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: [Signature]
Name: Paul Peterson
Title: Commercial Banking Officer

Tenant

ARMSTRONG, MCGIRR & BANTZ, INC., an Illinois corporation

By: [Signature]
Name: KEVIN MCGIRR
Title: VICE - PRESIDENT

This document prepared by and after recording should be returned to:

Andrew F. Lampert, Esq.
Jenner & Block
One IBM Plaza
Chicago, Illinois 60611

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) *Dill*) SS
COUNTY OF ~~COOK~~)

I, Sherry Farrar a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Paul Petersen, personally known to me to be the C.B.O. President of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to property authority given by the Board of Directors of said national banking association, as his free and voluntary act, and as the free and voluntary act and deed of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of May, 2000.



Sherry Farrar
Notary Public

[SEAL]

My Commission expires:

10-19-03

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

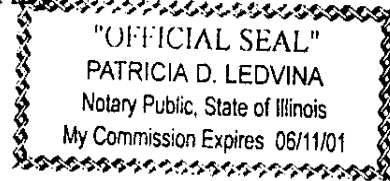
I, PATRICIA LEDVINA a Notary Public, do hereby certify that KEVIN MCGIRR personally known to me to be the VICE-PRESIDENT of ARMSTRONG, MCGIRR & BANTZ, INC., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such ATTORNEY AT LAW he signed and delivered the said instrument as VICE-PRESIDENT of said corporation, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25 day of APRIL, 2000.



Notary Public

[SEAL]



My Commission expires:

6/11/01

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EXHIBIT A Legal Description

THAT PART OF LOTS 1 AND 2 LYING NORTH OF THE FOLLOWING DESCRIBED LINE, BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 2 THAT IS 32.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES, 56 MINUTES, 35 SECONDS EAST TO A POINT ON THE WEST RIGHT OF WAY OF ENTERPRISE DRIVE, IN ENTERPRISE CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 4, 1989 AS DOCUMENT NUMBER 89357915.

Address: 2205-2255 Enterprise Drive
Westchester, Illinois

Permanent Index Number: 15-30-205-001-0000
15-30-205-002-0000

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